

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
STARK & STARK, P.C.
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Local Counsel to High Concrete Group, LLC,
Conewago Enterprises, Inc., and Fabcon Precast

In Re:

HOLLISTER CONSTRUCTION SERVICES, LLC¹

Debtor.

Case No. 19-27439 (MBK)

Chapter 11

**VERIFIED STATEMENT OF STARK & STARK, P.C. AND
POST & SCHELL, P.C. PURSUANT TO RULE 2019 OF
FEDERAL RULES OF BANKRUPTCY PROCEDURE**

Stark & Stark, P.C. (“Stark & Stark”) and Post & Schell, P.C. (“Post & Schell”) submit this verified statement pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure, and respectfully state as follows:

1. For purposes of this Statement, the address of Post & Schell is 1869 Charter Lane, Suite 102, Lancaster, Pennsylvania 17605-0248 and the address of Stark & Stark is 993 Lenox Drive, Bldg. 2, Lawrenceville, New Jersey 08648. Subject to continued investigation, and reserving all rights, Post & Schell and Stark & Stark each believes that it does not hold prepetition unsecured claims against the Debtors.

¹ The debtor in this Chapter 11 case and the last four digits of its taxpayer identification number is: Hollister Construction Services, LLC (5404)

2. Post & Schell and Stark & Stark each currently represents the following entities (the “Clients”) as creditors and/or parties-in-interest with respect to the above-captioned bankruptcy case (the “Case”):

Fabcon Precast 12520 Quentin Ave S, Suite 200 Savage, MN 55378	High Concrete Group LLC 125 Denver Road Denver, PA 17517
Conewago Enterprises, Inc. 660 Edgegrove Road P.O. Box 407 Hanover, PA 17331	

3. Post & Schell has represented each of the Clients with respect to matters prior to the date of commencement of the Case (the “Petition Date”).

4. Stark & Stark has not represented the Clients prior to the Petition Date.

5. The Clients currently hold unsecured pre-petition claims, Section 503(b)(9) priority claims, post-petition administrative claims and potentially other claims for unpaid services, product and other charges. The full amount of each of the Client's claims is undetermined at this time.

6. The Clients have all retained Post & Schell as lead counsel, and Stark & Stark as local counsel, to represent them with respect to their interests in connection with the above captioned case. All parties are being billed on a monthly basis. All parties are aware of Post & Schell and Stark & Stark’s representation of other clients in this case.

7. Upon information and belief formed after due inquiry, neither Post & Schell nor Stark & Stark owns any equity interests in the Debtor.

8. Post & Schell and Stark & Stark have no written contracts of representation with the Clients other than ordinary and usual engagement letters.

9. Post & Schell and Stark & Stark represents each of the Clients individually and the Clients do not constitute a committee. If either Post & Schell or Stark & Stark undertakes

an additional representation of other clients in this Chapter 11 Case, this statement will be supplemented in accordance with Bankruptcy Rule 2019.

10. Neither this Statement, nor any previous or subsequent appearance, pleading, claim or suit, is intended to waive: (a) any Client's right to have final orders in non-core matters entered only after *de novo* review by a federal district court judge; (b) any Client's right to trial by jury in any proceeding so triable herein or in any case, controversy or proceeding related hereto; (c) any Client's right to have the reference withdrawn by the federal district court in any matter subject to mandatory or discretionary withdrawal; (d) any Client's right to object to the subject-matter jurisdiction of the Court and shall not be deemed or construed as a submission of any Client to the jurisdiction of the Court; and (e) any other rights, claims, actions, defenses, setoffs, or recoupments to which any Client is or may be entitled in law or in equity, all of which rights, claims, actions, defenses, setoffs, and recoupments are expressly reserved by each Client.

VERIFICATION

I hereby certify that, based on inquiry, the foregoing facts and statements are true and correct, to the best of my knowledge, information, and belief. Post & Schell and Stark & Stark reserves the right to revise and supplement this statement.

STARK & STARK
A Professional Corporation

By: /s/ Joseph H. Lemkin
Joseph H. Lemkin, Esq.

*Local Counsel for High Concrete Group LLC,
Conewago Enterprises, Inc., and Fabcon
Precast*